

# OFFEROR SUBMISSION PACKAGE

SOLICITATION: **SP0600-01-R-0107-0001, JAPAN PC&S PROGRAM**

THE ENCLOSED SOLICITATION COVERS THE PERIOD: **Date of Award**  
THROUGH: **30 JUN 2003**

## INSTRUCTIONS

1. The original completed package must be returned to: The Bid Custodian/DESC-PCC/RM 3729/Defense Energy Support Center/8725 John J. Kingman Road, Suite 4950/Fort Belvoir, VA 22060-6222 as your offer. All documents to be filled in or completed are contained in this Offeror Submission Package (OSP):
  - Standard Form SF 1449, Solicitation/Contract/Order for Commercial Items
  - All applicable fill-in clauses
  - Contractor Performance Data Sheets-Attachment A
  - Price Data Sheets-Attachment B
2. Be sure to proof-read all offered prices submitted. They must be in actual dollars per gallon (e.g. \$0.0000), not price differentials. Prices should be listed on the price data sheet provided.
3. Be sure to check your offer for accuracy and legibility prior to submission. Initial all changes and sign and date the Standard Form 1449 in ink.
4. Facsimile Proposals may be submitted in accordance with Clause L2.11-2 FACSIMILE PROPOSALS (OCT 1997).
5. By submission of this package, you are stating that all terms and conditions of the entire solicitation are accepted and apply to your offer, unless exceptions are clearly stated herein.

SOLCITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER <b>SP0600-01-0028</b>		PAGE 1 OF 28	
2. CONTRACT NUMBER		3. AWARD/EFFECTIVE DATE <b>See Block 31C</b>		4. ORDER NUMBER		5. SOLICITATION NUMBER <b>SP0600-01-R-0107-0001</b>	
7. FOR SOLICITATION INFORMATION CALL:  ➔		a. NAME <b>Tyler D. Parker 703-767-9636</b> Email: <a href="mailto:tparker@desc.dla.mil">tparker@desc.dla.mil</a>				b. TELEPHONE NUMBER (no collect calls) (703) 767-9536 FAX: (703) 767-8506	
9. ISSUED BY  <b>Defense Energy Support Center 8725 John J. Kingman Road, Suite 4950 Fort Belvoir, VA 22060-6222 Buyer/Symbol: T. Parker/DESC-PLB Phone: (703) 767-9536</b>		CODE SP0600		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV BUSINESS <input type="checkbox"/> 8(A)  NAIS: 422720 / 324110  SIZE STANDARD: 500		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
PP 1.8G				13a. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700)		12. DISCOUNT TERMS	
15. DELIVER TO  <b>SEE SCHEDULE</b>		CODE		16. ADMINISTERED BY  <b>SEE BLOCK 9</b>		13b. RATING	
17a. CONTRACTOR/OFFEROR BIDDER CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY  <b>SEE CLAUSE F30.01</b>		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
TELEPHONE NO.		FAX NO:		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
		(See Attached)				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA 97XXX930.5CFO 01 26.1 S3350						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-3, FAR 52.212-4 AND 52.212-5. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED. *SCHEDULE OF SUPPLIES AND SOLICITATION CLAUSES ARE ATTACHED.							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS.			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (Signature of Contracting Officer)			
30b. NAME AND TITLE OF SIGNER (Type or Print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or Print)		31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER		34. VOUCHER NUMBER	
				<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			
				38. S/R ACCOUNT NO.		39. S/R VOUCHER NO.	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				40. PAID BY			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42a. RECEIVED BY (Print)			
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

**B1.05 SUPPLIES TO BE FURNISHED (OVERSEAS PC&S/ALASKA) (DESC MAY 1996)**

(a) The supplies to be furnished during the period specified in the REQUIREMENTS clause, the delivery points, methods of delivery, and estimated quantities are shown below. The quantities shown are best estimates of required quantities only. Unless otherwise specified, the total quantity ordered and required to be delivered may be greater than or less than such quantities. The Government agrees to order from the Contractor and the Contractor shall, if ordered, deliver during the contract period all items awarded under this contract. The prices paid shall be the unit prices specified in subsequent price change modifications issued in accordance with the ECONOMIC PRICE ADJUSTMENT clause.

(b) In an emergency, oral orders may be issued and must be confirmed in writing by an SF 1449 or DD Form 1155 within 24 hours.

(c) Offers shall not be submitted for quantities less than the estimated quantities specified below for each line item. Offers submitted for less than the estimated quantities will not be considered for award, except for items specifically designated as single year requirements.

<u>ITEMS</u>	<u>SUPPLIES, DELIVERY POINTS, AND METHOD OF DELIVERY</u>	<u>ESTIMATED QUANTITY</u>
-44	FUEL OIL, BURNER (FJ1) NSN: 914-01-408-7183	8,948,600 USG
-45	FUEL OIL BURNER (FJ3) NSN: 9140-01-408-7198	26,000 USG
-26	GASOLINE, MID UNL NSN: 9130-01-272-0983	285,000 USG
-59	KEROSENE (KJ1) NSN: 9140-01-408-7211	416,000 USG
-71	KEROSENE (KJ2) NSN: 9140-01-408-7221	80,000 USG

SPECIAL NOTES:

1. The above details all products solicited and applicable specifications. Offers should be made for line items listed on the following pages.

(DESC 52.207-9F55)

ITEM  
NUMBER

ESTIMATED  
QUANTITY UI

-----  
UNITED STATES NAVY  
-----

SASEBO CITY  
JA, NAVY, HIRASE CHO  
NAGASKI PREFECTURE  
DELIVERY DODAAC: N62735  
BILLING DODAAC : N62735  
ORDERING OFFICE : 0956-24-611, EXT 252-3463  
ALT ORDERING OFFICE: 0956-24-6111, EXT 252-3549

501-44 FUEL OIL BURNER, (FJ1) 4,700,600 GL

TANK TRUCK (TT), INTO  
1/42,300 GALLON TANK AT BLDG 1497, PW BOILER  
1/49,000 GALLON TANK AT BLDG 1561, JAJIMA BOILER  
1/2,400 GALLON TANK AT BLDG 850, MAEBATA BOILER  
3/39,600 GALLON TANK AT BLDG 5110, HARIO BOILER  
1/45,000 GALLON TANK AT BLDG 6005, AKASAKI BOILER  
1/45,000 GALLON TANK AT BLDG 89, HIRASE (MAIN)  
BOILER  
2/16,000 GALLON TANK AT BLDG 1656, HOUSING BOILER  
1/50,000 GALLON TANK AT BLDG 1483, TETEGAMI  
BOILER

\*\*\*\*\*

YOKOHAMA COMPLEX  
JA, NAVY, 43-4, KITAMACHI, SEYA-KU YOKOMAHAMA-SHI KANAGAWA-KEN  
HONSHU  
DELIVERY DODAAC: N62507  
BILLING DODAAC : N62507  
ORDERING OFFICE: 045-921-0496

511-44 FUEL OIL BURNER, (FJ1) 820,000 GL  
MAX. SULFUR CONTENT 0.05 %

TANK TRUCK (TT), INTO  
2/17,000 GALLON TANK(S) AT BLDG 21  
1/18,000 GALLON TANK AT BLDG 21  
1/12,500 GALLON TANK AT BLDG 176

ITEM  
NUMBER

ESTIMATED  
QUANTITY UI

-----  
UNITED STATES MARINE CORPS  
-----

CAMP FUJI

JA, USMC, CAMP FUJI, 2092 NAKABATA GOTEMBA SHIZUOKA

NAKABATA GOTEMBA SHIZUOKA

DELIVERY DODAAC: M20229

BILLING DODAAC : M67400

ORDERING OFFICE: 055-089-6102

512-44 FUEL OIL BURNER, (FJ1) 658,000 GL

TANK TRUCK (TT), INTO

1/25,100 GALLON TANK LOCATED AT BLDG 86 BOILER  
PLANT

2/13,100 GALLON TANK LOCATED AT BLDG 109 BOILER  
PLANT

1/11,900 GALLON TANK LOCATED AT BLDG 127 (ALSO  
SUPPLIES BLDG 421)

1/2,640 GALLON TANK LOCATED AT BLDG 138

1/7,100 GALLON TANK LOCATED AT BLDG 260

1/7,100 GALLON TANK LOCATED AT BLDG 262

1/7,900 GALLON TANK LOCATED AT BLDG 410

1/11,900 GALLON TANK LOCATED AT BLDG 413 (ALSO  
SUPPLIES BLDGS 414 AND 419)

1/4,755 GALLON TANK LOCATED AT BLDG 450

1/2,642 GALLON TANK LOCATED AT BLDG 416

\*\*TANKS REQUIRE A 2-1/2" FEMALE FITTING\*\*

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UNITED STATES NAVY  
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ATSUGI

JA, NAVY, NAF ATSUGI, KANAGAWA (NAVY EXCHANGE, ATSUGI, BLDG 78)

HONSHU

DELIVERY DODAAC: N65951

BILLING DODAAC N65952

BILLING DODAAC : N65952

ORDERING OFFICE: 264-3417

(FISC YOKOSUKA FUEL DEPT)

539-59 KEROSENE 1-K (KJ1) 140,000 GL

TANK TRUCK (TT), INTO

1/1,000 GALLON TANK AT BLDG 78.

ITEM NUMBER		ESTIMATED QUANTITY	UI
	MCAS IWAKUNI JA, NAVY, MISUMI-CHO, IWAKUNI-SHI, YAMAGUCHI-KEN, JAPAN SHIKOKU DELIVERY DODAAC: R09112 BILLING DODAAC : R09112 ORDERING OFFICE: 011-81-6117-53-6466		
545-45	FUEL OIL SP BURNER, (FJ3)  TANK TRUCK (TT), INTO 1/1,000 GALLON TANK AT MALS-12, GROUND SUPPORT DIESEL STORAGE TANK (B#493A) ACFT HANGR	24,000	GL
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UNITED STATES NAVY			
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	MCAS IWAKUNI JA, NAVY, MISUMI-CHO, IWAKUNI-SHI, YAMAGUCHI-KEN, JAPAN SHIKOKU DELIVERY DODAAC: N62613 BILLING DODAAC : N62613 ORDERING OFFICE: 011-81-6117-53-3493		
546-45	FUEL OIL SP BURNER, (FJ3)  TANK TRUCK (TT), INTO 1/1,506 GALLON TANK AT THE BOAT HOUSE (B#820)	2,000	GL
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UNITED STATES NAVY			
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	SASEBO JA, NAVY, FLEET ACTIVITIES, SASEBO NAVAL BASE, SASEBO-SHI, NAGASAKI-KEN KYUSHU DELIVERY DODAAC: N65954 BILLING DODAAC : N62649 ORDERING OFFICE: 0956-24-4774		
552-44	FUEL OIL BURNER, (FJ1)  TANK TRUCK (TT), INTO 2/16,000 GALLON BELOW GROUND TANK AT BLDG 1656 (TANK NOS. 1 AND 2) 1/50,000 GALLON ABOVE GROUND TANK(S) AT BLDG 1483, TATEGAMI BOILER 1/42,300 GALLON ABOVE GROUND TANK(S) AT BLDG. 1497, PW BOILER *****	2,409,000	GL

ITEM  
NUMBER

ESTIMATED  
QUANTITY UI

1/49,000 GALLON ABOVE GROUND TANK(S) AT BLDG  
1561,  
JAJIMA BOILER  
3/39,600 GALLON ABOVE GROUND TANK(S) AT BLDG 5110  
(TANK 1, 2, AND 3),  
1/2,400 GALLON ABOVE GROUND TANK(S) AT BLDG. 850,  
MAEBATA BOILER  
\*\*\*\*\*  
1/45,000 GALLON ABOVE GROUND TANK(S) AT BLDG  
6005,  
AKASAKI BOILER  
1/1,000 GALLON ABOVE GROUND TANK(S) AT PORTABLE  
BOILER #107  
1/800 GALLON ABOVE GROUND TANK(S) AT PORTABLE  
BOILER #108  
\*\*\*\*\*  
1/3,000 GALLON ABOVE GROUND TANK(S) AT PORTABLE  
BOILER #110  
1/1,400 GALLON ABOVE GROUND TANK(S) AT PORTABLE  
BOILER #121  
1/1,300 GALLON ABOVE GROUND TANK(S) AT PORTABLE  
BOILER #122  
1/45,000 GALLON ABOVE GROUND TANK(S) AT BLDG PW41  
NEW MAIN BOILER  
MULTIPLE DROP

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UNITED STATES NAVY  
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SASEBO  
JA, NAVY, FLEET ACTIVITIES, SASEBO NAVAL BASE, SASEBO-SHI,  
NAGASAKI-KEN.  
KYUSHU  
DELIVERY DODAAC: N65954  
BILLING DODAAC : N62649  
ORDERING OFFICE: 0956-24-4774  
243-6192

554-71 KEROSENE 2-K (KJ2) 80,000 GL

TANK TRUCK (TT), INTO  
1/1,500 GALLON TANK TRUCK BEHIND BLDG 1625.

ITEM  
NUMBER

ESTIMATED  
QUANTITY UI

-----  
UNITED STATES AIR FORCE  
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YOKOTA AIR BASE

JA, USAF, 374 SUPS/LGF

FUKUOKA

DELIVERY DODAAC: FP5209

BILLING DODAAC : FP5209

ORDERING OFFICE: 011-81-311-755-8059

751-44 FUEL OIL BURNER, (FJ1) 2,000 GL

TANK TRUCK (TT), INTO

1/1,000 GALLON BELOW GROUND TANK LOCATED AT BLDG

2518, USAF TERMINAL

(TANK HAS 5-INCH FEMALE THREADED CONNECTION)

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UNITED STATES AIR FORCE  
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YOKOTA AIR BASE

JA, USAF, 374 SUPS/LGSF

SAITAMA

DELIVERY DODAAC: FP5209

BILLING DODAAC : FP5209

ORDERING OFFICE: 011-813-311-755-8059

752-44 FUEL OIL BURNER, (FJ1) 2,500 GL

TANK TRUCK (TT), INTO

1/6,000 GALLON ABOVE GROUND TANK(S) AT THE OWADA

COMM FACILITY, BLDG 100A

YOKOTA AIR BASE

JA, USAF, BLDG 100A, NISHIBORI, NIIZASHI, SAITAMA

HONSHU

DELIVERY DODAAC: FP5209

BILLING DODAAC : FP5209

ORDERING OFFICE: 311-755-8059

756-44 FUEL OIL BURNER, (FJ1) 2,500 GL

TANK TRUCK (TT), INTO

1/6,000 GALLON ABOVE GROUND TANK(S) LOCATED AT

OWADA COMM. FACILITY

ITEM  
NUMBER

ESTIMATED  
QUANTITY UI

MISAWA AIR BASE  
JA, USAF, AOMORI PREFECTURE.  
HONSHU  
DELIVERY DODAAC: FP5205  
BILLING DODAAC : FP5205  
ORDERING OFFICE: 0176-53-5181 X302 OR 226-3385

760-59 KEROSENE 1-K (KJ1) 276,000 GL

TANK TRUCK (TT), W/25 FT 3 INCH HOSE AND A 3 INCH  
FEMALE COUPLING INTO  
1/10,000 GALLON TANK  
1/8,500 GALLON TANK

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UNITED STATES AIR FORCE  
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YOKOTA AIR BASE  
JA, USAF, 374 SUPS/LGSF  
HONSHU  
DELIVERY DODAAC: FP5209  
BILLING DODAAC : FP5209  
ORDERING OFFICE: 011-81-5117-55-9187

763-26 GASOLINE, MID UNL (MUM) 261,000 GL

**(JIS K 2202, Class 1)**

TANK TRUCK (TT), INTO  
1/500 GALLON TANK AT BLDG 1090, GOLF COURSE  
MAINT.  
2/25,000 GALLON TANK AT BLDG 944, POL STORAGE  
\*\*\*REQUIRES 2-INCH THREADED ADAPTER\*\*\*  
1/600 GALLON TANK AT BLDG 1009, TAMA GOLF CART  
MAINT.



**K1.01-9 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (ALT I)  
(APR 2001/OCT 2000)**

(a) **DEFINITIONS.** As used in this provision--

(1) **Emerging small business** means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

(2) **Forced or indentured child labor means** all work or service—

(i) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(ii) Performed by any person under the age of 18 pursuant to a contract, the enforcement of which can be accomplished by process of penalties.

(3) **Service-disabled veteran-owned small business concern—**

(i) Means a small business concern—

(A) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(B) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(ii) Service disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

(4) **Small business concern** means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

(5) **Veteran-owned small business concern means a small business concern—**

(i) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(ii) The management and daily business operations of which are controlled by one or more veterans.

(6) **Women-owned business concern** means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(7) **Women-owned small business concern** means a small business concern--

(i) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(ii) Whose management and daily business operations are controlled by one or more women.

(b) **TAXPAYER IDENTIFICATION NUMBER (TIN) (26 U.S.C. 6050M). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)**

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) **TAXPAYER IDENTIFICATION NUMBER (TIN).**

TIN: \_\_\_\_\_

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of a Federal, state, or local government;

Other. State basis. \_\_\_\_\_

(4) **TYPE OF ORGANIZATION.**

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other: \_\_\_\_\_.

(5) **COMMON PARENT.**

- Offeror is not owned or controlled by a common parent.
- Name and TIN of common parent:  
Name \_\_\_\_\_  
TIN \_\_\_\_\_

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) **SMALL BUSINESS CONCERN.** The offeror represents as part of its offer that it--

- is
- is not

a small business concern.

(2) **VETERAN-OWNED SMALL BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)** The offeror represents as part of its offer that it—

- is
- is not

a veteran-owned small business concern.

(3) **SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS CONCERN. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.)** The offeror represents as part of its offer that it—

- is
- is not

a service-disabled veteran-owned small business concern.

(4) **SMALL DISADVANTAGED BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)** The offeror represents, for general statistical purposes, that it—

- is
- is not

a small disadvantaged business concern as defined in 13 CFR 124.1002.

**(5) WOMEN-OWNED SMALL BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)** The offeror represents that it--

- is
- is not

a women-owned small business concern.

**NOTE: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.**

**(6) WOMEN-OWNED BUSINESS CONCERN (OTHER THAN SMALL BUSINESS CONCERN). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.)** The offeror represents that it -

- is

a women-owned business concern.

**(7) TIE BID PRIORITY FOR LABOR SURPLUS AREA CONCERNS.** If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price.

**(8) SMALL BUSINESS SIZE FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM AND FOR THE TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM.** (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

**(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs)).** The offeror represents as part of its offer that it--

- is
- is not

an emerging small business.

**(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs)).** The offeror represents as follows:

(A) The offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) The offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following:)

<u>NUMBER of EMPLOYEES</u>	<u>AVERAGE ANNUAL GROSS REVENUES</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

**(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS, or FAR 52.219-25, SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM - DISADVANTAGED STATUS AND REPORTING, and the offeror desires a benefit based on its disadvantaged status.)**

- (i) **GENERAL.** The offeror represents that either--  
(A) It--

is  
 is not

certified by the Small Business Administration as a small disadvantaged business concern and is listed, on the date of this representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

- (B) It--

has  
 has not

submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) **JOINT VENTURE UNDER THE PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS.** The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:

---

**(10) (Complete if the offeror represented itself as disadvantaged in paragraph (c)(2) or (c)(9) of this provision.)**  
The offeror shall check the category in which its ownership falls:

- Black American
- Hispanic American
- Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- Asian-Pacific American (persons with origin from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- Individual/concern, other than one of the preceding.

**(d) CERTIFICATIONS AND REPRESENTATIONS REQUIRED TO IMPLEMENT PROVISIONS OF EXECUTIVE ORDER 11246.**

**(1) PREVIOUS CONTRACTS AND COMPLIANCE.** The offeror represents that--

(i) It--

has

has not

participated in a previous contract or subcontract subject to the EQUAL OPPORTUNITY clause of this solicitation;  
and

(ii) It--

has

has not

filed all required compliance reports.

**(2) AFFIRMATIVE ACTION COMPLIANCE.** The offeror represents that--

(i) It--

has developed and has on file

has not developed and does not have on file

at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It--

has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**(e) CERTIFICATION REGARDING PAYMENTS TO INFLUENCE FEDERAL TRANSACTIONS (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000).** By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

**(f) BUY AMERICAN ACT - TRADE AGREEMENTS - BALANCE OF PAYMENTS PROGRAM CERTIFICATE. (Applies only if DFARS clause 252.225-7007, TRADE AGREEMENTS ACT, is incorporated by reference in this solicitation.)**

(1) The offeror certifies that--

(i) Each end product, except the end products listed in subparagraph (2) below, is a domestic end product (as defined in the BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM clause of this solicitation); and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror must identify and certify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies qualify as "U.S.-made end products" but do not meet the definition of "**domestic end product**":

\_\_\_\_\_  
(Insert line item no.)

(ii) The offeror certifies that the following supplies are qualifying country end products:

\_\_\_\_\_  
(Insert line item no.)

\_\_\_\_\_  
(Insert country of origin)

(iii) The offeror certifies that the following supplies are qualify as designated country end products:

\_\_\_\_\_  
(Insert line item no.)

\_\_\_\_\_  
(Insert country of origin)

(iv) The offeror certifies that the following supplies qualify as Caribbean Basin country end products:

\_\_\_\_\_  
(Insert line item no.)

\_\_\_\_\_  
(Insert country of origin)

(v) The offeror certifies that the following supplies qualify as NAFTA country end products:

\_\_\_\_\_  
(Insert line item no.)

\_\_\_\_\_  
(Insert country of origin)

(vi) The offeror certifies that the following supplies are other nondesignated country end products:

\_\_\_\_\_  
(Insert line item no.)

\_\_\_\_\_  
(Insert country of origin)

(LIST AS NECESSARY)

(3) Offers will be evaluated by giving preference to U.S.-made end products, qualifying country end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products.

**(g) BUY AMERICAN ACT - NORTH AMERICAN FREE TRADE AGREEMENT (NAFTA) IMPLEMENTATION ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE. (Applies only if DFARS clause 252.225-7036, NORTH AMERICAN FREE TRADE AGREEMENT (NAFTA) IMPLEMENTATION ACT, clause is incorporated by reference in this solicitation.)**

(1) The offeror certifies that--

(i) Each end product, except the end products listed in subparagraph (2) below, is a domestic end product (as defined in the BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM clause of this solicitation); and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror must identify and certify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies qualify as "U.S.-made end products," but do not meet the definition of "**domestic end products**":

\_\_\_\_\_  
(Insert line item number)

(ii) The offeror certifies that the following supplies are qualifying country (except Canada) end products:

\_\_\_\_\_  
(Insert line item number)

\_\_\_\_\_  
(Insert country of origin)

(iii) The offeror certifies that the following supplies qualify as NAFTA country end products:

\_\_\_\_\_  
(Insert line item number)

\_\_\_\_\_  
(Insert country of origin)

(iv) The offeror certifies that the following supplies are other non-NAFTA country end products:

\_\_\_\_\_  
(Insert line item number)

\_\_\_\_\_  
(Insert country of origin)

(LIST AS NECESSARY)

(3) Offers will be evaluated by giving preference to U.S.-made end products, qualifying country end products, or NAFTA country end products over other end products.

**(h) CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY FOR AWARD (EXECUTIVE ORDER 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.)**

The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals

- are
- are not

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2)  have  
 have not,

within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State, or local government contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3)  are  
 are not

presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of these offenses.

**(i) CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (EXECUTIVE ORDER 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]**

(1) List End Product.

\_\_\_\_\_  
(Insert end product)

\_\_\_\_\_  
(Insert country of origin)

\_\_\_\_\_  
(Insert end product)

\_\_\_\_\_  
(Insert country of origin)

\_\_\_\_\_  
(Insert end product)

\_\_\_\_\_  
(Insert country of origin)

\_\_\_\_\_  
(Insert end product)

\_\_\_\_\_  
(Insert country of origin)

\_\_\_\_\_  
(Insert end product)

\_\_\_\_\_  
(Insert country of origin)

**(2) CERTIFICATION. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]**

(i)  The offeror will not supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii)  The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it had made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(FAR 52.212-3/Alt I)

**K1.05 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (NOV 1995)**

(a) **DEFINITIONS.** As used in this clause--

(1) **Foreign person** means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) **United States person** is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) **CERTIFICATION.** By submitting this offer, the offeror, if a foreign person, company, or entity, certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

(DFARS 252.212-7000, tailored)

**K33.01 AUTHORIZED NEGOTIATORS (DESC JAN 1998)**

The first page of the offer must show names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate with the Government on the offeror's behalf in connection with this solicitation. The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations.

\_\_\_\_\_  
\_\_\_\_\_  
(DESC 52.215-9F28)

**THIS CLAUSE APPLIES ONLY TO DESC-FUNDED ITEMS.**

**K45.01 FACSIMILE OR ELECTRONIC INVOICING (DESC JAN 1998)**

**(a) FACSIMILE INVOICING.**

(1) Submission of invoices by facsimile (FAX) is authorized when the offeror will utilize this method of invoicing at all times.

(2) Offeror shall indicate whether or not he intends to submit invoices via FAX:

[ ] YES [ ] NO

(3) See the SUBMISSION OF INVOICES FOR PAYMENT clause for FAX invoicing procedures.

**(4) RETURN OF INVOICES BY THE PAYING OFFICE.**

(i) Invoices deemed improper in accordance with the Prompt Payment Act may be returned to the offeror via FAX with the reason for return.

(ii) The offeror's FAX number for returning improper invoices is--

---

(For overseas locations, include the country code)

**(b) ELECTRONIC INVOICING (EDI)**

(1) Electronic submission of invoices via Electronic Data Interchange (EDI) for all applicable items (as defined in the SUBMISSION OF INVOICES FOR PAYMENT clause) is authorized when the offeror will utilize this method of invoicing at all times for those affected items.

(2) The offeror shall indicate whether it intends to submit electronic invoices via EDI.

[ ] YES [ ] NO

(3) See the SUBMISSION OF INVOICES FOR PAYMENT for electronic invoicing procedures.

(DESC 52.232-9F20)

**K85 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)**

**(a) DEFINITIONS.** As used in this provision--

(1) **Government of a terrorist country** includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) **Terrorist country** means a country determined by the Secretary of State, under Section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) **Significant interest**, as used in this provision means--

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

**(b) PROHIBITION ON AWARD.** In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) **DISCLOSURE.**

If the government of a terrorist country has a significant interest in the offeror or a subsidiary of the offeror, the offeror shall disclose such interest in an attachment to its offer. If the offeror is a subsidiary, it shall also disclose any significant interest each government has in any firm that owns or controls the subsidiary. The disclosure shall include--

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each Government.

(DFARS 252.209-7001)

**K86 FOREIGN TAXES (DESC JUN 1987)**

As stated in the TAXES - FOREIGN FIXED-PRICE CONTRACTS clause, unless the contract provides otherwise, the contract price must include all applicable taxes and duties. In accordance with the TAXES - FOREIGN FIXED-PRICE CONTRACTS clause, the offeror shall list below, in paragraph (a), the specific name and amount of the foreign taxes included in the price. If, when permitted by the contract, foreign taxes are not included in the offered price but are expected to be invoiced separately, the offeror shall list the specific name and amount of these taxes in paragraph (b) below.

(a) Foreign taxes included in the contract price are as follows:

<u>NAME OF TAX</u>	<u>AMOUNT</u>
--------------------	---------------

(b) Foreign taxes invoiced separately are as follows:

<u>NAME OF TAX</u>	<u>AMOUNT</u>
--------------------	---------------

(DESC 52.229-9F10)

**B19.02 ECONOMIC PRICE ADJUSTMENT (OVERSEAS) (DESC AUG 2000)**

(a) **WARRANTIES.** The Contractor warrants that--

(1) The unit prices set forth in the Schedule do not include allowances for any portion of the contingency covered by this clause; and

(2) The prices to be invoiced hereunder shall be computed in accordance with the provisions of this contract.

(b) **DEFINITIONS.** As used throughout this clause, the term--

(1) **Award price** means the unit price set forth opposite the item in the Schedule.

(2) **Reference price** means the independent index or established price set forth in this clause with which the award price is to fluctuate. The reference price should be a price for the same or similar product(s) as the item being purchased.

(3) **Independent index** means an index measuring the general rate and direction of price movements for a commodity within a market which is beyond the control of the Contractor. Examples of such indices would include a wholesale price index such as that published by the Bureau of Labor Statistics.

(4) **Established price** means one that is an established catalog or market price for a commercial item as defined in FAR 2.101, Definitions.

(5) **Date of delivery** means--

(i) **FOR TANKER OR BARGE DELIVERIES.**

(A) **F.O.B. ORIGIN.** The date and time vessel commences loading;

(B) **F.O.B. DESTINATION.** The date and time vessel commences discharging;

(ii) **FOR PIPELINE DELIVERIES.** The date and time product commences to move past the specified f.o.b.

point; and

(iii) **FOR ALL OTHER TYPES OF DELIVERIES.** The date product is received.

(c) **ADJUSTMENTS.** The prices payable under this contract shall be the award price increased or decreased by the amount, determined according to the following formula, that the reference price shall have increased or decreased, to and including the date of delivery.

(1) The amount of increase or decrease in the award price shall be--

(Buyer - Check appropriate box and complete applicable blanks.)

[ X ] The same number of cents, or fraction thereof, that the reference price increases or decreases per like unit of measure.

[ ] The number of cents, or fraction thereof, determined by the ratio of \$ \_\_\_\_\_ per gallon for each \$ \_\_\_\_\_ per barrel that the reference price increases or decreases.

[ ] The number of cents, or fraction thereof, at the rate of \$ \_\_\_\_\_ per gallon for each \$ \_\_\_\_\_ per barrel that the reference price increases or decreases.

(2) The reference price with which the award price for the listed item is to fluctuate (and which is more fully defined in the Table below) is--

[ ] (i) The low price published in \_\_\_\_\_.  
(name of publication)

[ X ] (ii) The average of the prices published in PLATT'S OIL GRAM PRICE REPORT, C&F JAPAN

(name of publication)

**POSTINGS**

[ ] (iii) The established price posted by \_\_\_\_\_.  
(name of company)

and published in \_\_\_\_\_.  
(name of publication)

(3) **COMMERCIAL.** For price adjustments utilizing **commercial** publications such as Platt's Oilgram, etc., the reference price in effect on the date of delivery shall be that item's preselected reference price that is published as dated in the Table below. An increase or decrease in any reference price published in a trade price service or in a commercial journal shall apply only to deliveries made on or after the effective date of such trade price service or commercial journal.

(4) **NONCOMMERCIAL (NOTIFICATION).** For price adjustments utilizing a reference price indicator **other than commercial** publications such as Platt's Oilgram, the Contractor shall notify the **CONTRACTING OFFICER** of any changes in the reference price in writing within 15 calendar days from the date thereof.

(i) **INCREASES.** Any increase in unit price as a result of an increase in reference price shall apply only to deliveries made on or after the date of receipt by the Contracting Officer of a written notification from the Contractor of such increase. However, the prices payable under this contract shall in no event exceed the Contractor's posted or established selling price in effect on the date of delivery for the product supplied in the form of delivery made at the point of delivery. Also, no notification incorporating an increase in a contract unit price shall be executed pursuant to this clause until the increase has been verified by the Contracting Officer.

(ii) **DECREASES.** If the Contractor fails to notify the Contracting Officer of any decrease in the reference price, within the allotted 15 day period, such decrease shall apply to all deliveries made on or after the effective date of such decrease. However, if any overpayment is made to the Contractor as a result of the Contractor's failure to give timely notice to the Contracting Officer of any decrease in the established price, the Contractor shall be charged interest on such overpayment from the date of the overpayment to the date of reimbursement by the Contractor for the overpayment in accordance with the Disputes paragraph of the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS clause of this contract.

(5) Where the reference price is an established price (see (c)(2)(iii) above), the Contractor warrants that the product selected is one for which, except for modification required by the specifications of this contract, the Contractor has an established price. Such price is the net price after applying any applicable standard trade discounts offered by the Contractor for his catalog, list, or schedule price. The Contractor further warrants that, as of the current date, any differences between the unit prices of the line items identified in the Schedule and the Contractor's established price for like quantities of the nearest commercial equivalents of such contract items are due to compliance with contract specifications and to compliance with any requirements that this contract may contain for preservation, packaging, and packing beyond standard commercial practice.

(d) **MODIFICATIONS.** Any resultant price changes shall be provided via notification through contract modifications and/or postings to the DESC web page under the heading **Doing Business with DESC**.

(e) **FAILURE TO DELIVER.** Notwithstanding any other provisions of this clause, no upward adjustment shall apply to product scheduled under the contract to be delivered before the effective date of the adjustment, unless the Contractor's failure to deliver according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence, within the meaning of the Excusable Delays and Termination for Cause paragraphs of the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS clause of the this contract, or is the result of an allocation made in accordance with the terms of the ALLOCATION clause of this contract, in which case the contract shall be amended to make an equitable extension of the delivery schedule.

(f) **UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENT.** The Contractor agrees that the total increase in any contract unit price pursuant to these economic price adjustment provisions shall not exceed **60** percent of the award price during the first program year or of the unit price in effect as of the start of any subsequent program year (if this is a long-term or multiyear program), except as provided hereafter:

(1) If at any time the Contractor has reason to believe that within the near future a price adjustment under the provisions of this clause will be required that will exceed the current contract ceiling price for any item, the Contractor shall promptly notify the Contracting Officer in writing of the expected increase. The notification shall include a revised ceiling the Contractor believes is sufficient to permit completion of remaining contract performance, along with appropriate explanation and documentation as required by the Contracting Officer.

(2) If an actual increase in the reference price would raise a contract unit price for an item above the current ceiling, the Contractor shall have no obligation under this contract to fill pending or future orders for such item, as of the effective date of the increase, unless the Contracting Officer issues a contract modification to raise the ceiling. If the contract ceiling will not be raised, the Contracting Officer shall so promptly notify the Contractor in writing.

(g) **REVISION OF REFERENCE PRICE INDICATOR.** In the event—

(1) Any applicable reference price is discontinued or its method of derivation is altered substantially;

(2) The reference price is an average of published or posted prices, and any one price ceases to be published or posted;

(3) The reference price is published in a trade price service or commercial journal and such publication ceases to publish said reference price or changes its method of quoting prices; *or*

(4) The Contracting Officer determines that the reference price consistently and substantially failed to reflect market conditions—

the parties shall mutually agree upon an appropriate and comparable substitute for determining the price adjustment described hereunder. The contract shall be modified to reflect such substitute effective on the date the indicator was discontinued, altered, or began to consistently and substantially fail to reflect market conditions. If the parties fail to agree on an appropriate substitute, the matter shall be resolved in accordance with the Disputes paragraph of the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS clause of this contract.

(h) **CONVERSION FACTORS.** If this clause requires quantity conversion for economic price adjustment purposes, the conversion factors for applicable products, as specified in the CONVERSION FACTORS clause, apply unless otherwise specified in the Schedule.

(i) **EXAMINATION OF RECORDS.** The Contractor agrees that the Contracting Officer or designated representatives shall have the right to examine the Contractor's books, records, documents, or other data the Contracting Officer deems necessary to verify Contractor adherence to the provisions of this clause.

(j) **FINAL INVOICE.** The Contractor shall include a statement on the final invoice that the amounts invoiced hereunder have applied all decreases required by this clause.

(k) TABLE.

I	II	III	IV	V	VI	VII
Item No. (listed items)	Name of company/ publication (identify by number from (c)(2) above)	If company - name of product; If publication - heading under which reference price is published and name of product	Location where reference price is applicable	Method of delivery applicable to the reference price	Reference price as of <b>19 Mar 2001</b> (date) (exclude all taxes)	Maximum price payable under this contract (includes any tax included in the award price)
All Items	Platt's Oil Gram Price Report, <b>C&amp;F Japan Postings</b>					

**SPECIAL NOTES:**

1) The escalator for FJ1, FJ3, KJ1, & KJ2 is the average of the high and low product postings for "Kerosene" in Platt's Oilgram Price Report, under the heading "Jet Kero C&F Japan" postings. The base reference price for these products is \$0.7283/gal.

2) The escalator for MUM is the average of the high and low product postings for "Unleaded Gasoline" in Platt's Oilgram Price report, under the heading "Unleaded C&F Japan". The base reference price for this product is \$0.7629/gal.

3) **PRICES FOR ALL DELIVERY MODES (e.g. TT, TW Tank Car, & Barge) WILL ESCALATE SEMIMONTHLY, AND WILL MOVE ON THE FIRST (1<sup>ST</sup>) AND THIRD (3<sup>RD</sup>) MONDAY OF EACH MONTH. PRICES WILL BE BASED ON THE PREVIOUS FIVE DAYS IN EFFECT (e.g. Mon-Fri) ENDING THE LAST DAY OF THE WEEK (Friday) BEFORE THE FIRST OR THIRD MONDAY.**

4) **HOLIDAYS:** In the event that a holiday falls on one of the previous five day postings (Mon-Fri), the price in effect the day before the holiday will be used to calculate price adjustments.

(DESC 52.216-9FAA)

**F29.01 CONTRACTOR ORDERING AGENTS (DESC FEB 1995)**

Orders placed hereunder shall be directed to the prime Contractor at the address indicated on the cover page unless another address is indicated below.

(NOTE: Offeror to complete when submitting proposal.)

(DESC 52.216-9F85)

**G9.06 ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED (DESC DEC 1999)**

Remittances shall be mailed only at the Government's option or where an exception to payment by Electronic Funds Transfer (EFT) applies. (See the PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION or the PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION clause.)

Offeror shall indicate below the complete mailing address (including the nine-digit zip code) to which remittances should be mailed if such address is other than that shown in Block 15a (Standard Form (SF) 33) for noncommercial items or Block 17a (SF 1449) for commercial items. In addition, if offeror did not incorporate its nine-digit zip code in the address shown in Block 15a of the SF 33 or in Block 17a of the SF 1449, the offeror shall enter it below:

(a) Payee Name (Contractor): \_\_\_\_\_  
(DO NOT EXCEED 25 CHARACTERS)

(b) Check Remittance Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(DO NOT EXCEED 30 CHARACTERS PER LINE)

(c) Narrative Information (special instructions).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(DO NOT EXCEED 153 CHARACTERS)

(DESC 52.232-9F55)

**THIS CLAUSE APPLIES ONLY TO DESC-FUNDED ITEMS.**

**G9.07 ELECTRONIC TRANSFER OF FUNDS PAYMENTS - CORPORATE TRADE EXCHANGE (DESC JUN 2000)**

(a) The Contractor shall supply the following information to the Contracting Officer no later than 5 days after contract award and before submission of the first request for payment.

NAME OF RECEIVING BANK: \_\_\_\_\_  
(DO NOT EXCEED 29 CHARACTERS)

CITY AND STATE OF RECEIVING BANK: \_\_\_\_\_  
(DO NOT EXCEED 20 CHARACTERS)

AMERICAN BANKERS ASSOCIATION NINE DIGIT IDENTIFIER OF RECEIVING BANK: \_\_\_\_\_

ACCOUNT TYPE CODE: (Contractor to designate one)

CHECKING TYPE 22

SAVINGS TYPE 32

RECIPIENT'S ACCOUNT NUMBER ENCLOSED IN PARENTHESES: \_\_\_\_\_  
(DO NOT EXCEED 15 CHARACTERS)

RECIPIENT'S NAME: \_\_\_\_\_  
(DO NOT EXCEED 25 CHARACTERS)

STREET ADDRESS: \_\_\_\_\_  
(DO NOT EXCEED 25 CHARACTERS)

CITY AND STATE: \_\_\_\_\_  
(DO NOT EXCEED 25 CHARACTERS)

**NOTE:** Additional information may be entered in **EITHER** paragraph (b) **OR** paragraph (c) below. Total space available for information entered in (b) **OR** (c) is 153 characters.

**(b) SPECIAL INSTRUCTIONS/OTHER IDENTIFYING DATA:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(DO NOT EXCEED 153 CHARACTERS)

OR



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ATTACHMENT A (OSP)

**CONTRACTOR PERFORMANCE DATA SHEET**

Please submit the requested information for government and non-government contracts or subcontracts held (not to exceed 3 years since completion) for contracts that are similar to the requirements of this solicitation. Those contracts and/or subcontracts submitted may include those still in progress, however they should have a minimum of one year's performance history.

Please mark this box if you have not performed under contracts that are similar in nature to the solicitation requirements.

**REFERENCES:**

COMPANY NAME	POINT OF CONTACT	PHONE NUMBER	FAX NUMBER	PRODUCT SUPPLIED	QUANTITY	METHOD OF DELIVERY (TT, TW, ETC.)	PLACE OF PERFORMANCE	PERIOD OF PERFORMANCE	SUBCONTRACTING PLAN (YES OR NO)

